DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

EMPLOYMENT AGREEMENT

(For Use by Grantees Participating in the Self-Administered Services)

PARTIES: This Employment Agreement is between _____("EMPLOYER")
(Name of Person/Person's Representative)
AND ("EMPLOYEE")

Name: _____

Address: _____

SSN #: _____

EMPLOYEE has been retained to provide services to EMPLOYER. Identified below are the service(s) that the EMPLOYEE may be authorized and certified to provide at the direction of the EMPLOYER. Also listed below are the current rates of payment for authorized services.

☐	Chore Services (CH1)	$_____	☐ per ¼ hour
☐	Companions Services ( )	$_____	☐ per ¼ hour
☐	Family Training and Preparation Services (FS1)	$_____	☐ per ¼ hour
☐	Homemaker Services (HS1)	$_____	☐ per hour
☐	Latch Key Services (LKS)	$_____	☐ per hour
☐	Personal Assistance (PAC)	$_____	☐ per hour
☐	Respite care (RP1)	$_____	per ¼ hour
	OR, when appropriate	$_____	daily
☐	Supported Living (SLA)	$_____	☐ per ¼ hour
☐	Transportation (FTP)	$_____	per mile

As a condition of providing services under this Agreement, EMPLOYEE represents and/or agrees to the following:

1. The EMPLOYEE is certified to provide limited services to EMPLOYER. (As per Application for Certification, Form 2-9C)

2. THE EMPLOYEE SHALL BE EMPLOYED AT-WILL BY THE EMPLOYER. EMPLOYMENT-AT-WILL MEANS THAT EMPLOYEE MAY QUIT AT ANY TIME FOR ANY OR NO REASON, JUST AS EMPLOYER MAY DISCHARGE EMPLOYEE AT ANY TIME FOR ANY OR NO REASON. THIS AT-WILL STATUS MAY NOT BE ALTERED ON BEHALF OF EMPLOYER BY ANY ORAL STATEMENT OR PROMISE BY ANYONE.

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3. EMPLOYEE shall comply with applicable Administrative Rule as directed by the EMPLOYER and Division of Services for People with Disabilities (Division). In addition, the EMPLOYEE shall adhere to the terms in the Department of Human Services Code of Conduct (Attachment B). EMPLOYEE acknowledges and agrees that the DIVISION reserves the right to change its Administrative Rule at any time for any reason.

4. EMPLOYEE shall adhere to the requirements and responsibilities outlined in the PERSON'S Support Strategies and Behavior Support Plan, if applicable. EMPLOYEE shall review the prohibited Behavior Support procedures outlined in R539-4-4.

5. Pursuant to R539-1-4(13), if an order by the Legislature or the Governor; a federal or state law reduces the amount of funding to the DIVISION; or if the Executive Director of DHS reduces the funds available to the DIVISION, this may change the terms of employment (including rate of compensation). Any additional hours of service EMPLOYEE is asked to provide, outside this Agreement, are rendered under the EMPLOYER's personal authority, accountability, and full liability.

6. EMPLOYEE fully disclosed any convictions from a criminal offense other than a traffic violation. EMPLOYER accepts full responsibility of receiving services from someone who has a prior conviction.

7. EMPLOYEE is sixteen (16) years of age or older. (EMPLOYEES under the age of eighteen (18) must have a parent co-sign this Agreement).

8. Valid Drivers License? Yes☐ No☐
Employees without a valid Drivers license may not transport individuals in connection with their employment responsibilities.

9. EMPLOYEE will sign and submit to the EMPLOYER, on a regular basis, accurate timesheets of all services rendered, including the type of service rendered, the date, and the number of service hours delivered (to the nearest ¼ hour when paid per ¼ hour). Services will be defined as "rendered" when the signed timesheet is corroborated by EMPLOYER and submitted to the Fiscal Agent. No payment for services will be made that do not meet this definition.

10. The funds used to pay EMPLOYEE for services rendered under this Agreement are public funds and that the submission of false information on timesheets may subject EMPLOYEE to criminal action, in addition to administrative sanctions and/or liability for repayment of any funds received.

11. Except as may be prohibited by law, EMPLOYEE must promptly repay any overpayment to EMPLOYER, regardless of fault.

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12. Worker's Compensation insurance IS / IS NOT (**Employer must circle one**) provided, under this Agreement.

13. The services EMPLOYEE will be providing ARE/ARE NOT (**Employer must circle one)** Medicaid reimbursable services.

14. When employed to provide care or services for which Medicaid reimbursement will be claimed, the EMPLOYEE must:

    a) Be aware of and comply with all appropriate and applicable Medicaid policies and procedures, and state and federal rules and regulations in effect when services are rendered;

    b) Provide care and services as authorized by the assigned Support Coordinator in accordance with all applicable Medicaid regulations and policies;

    c) Utilize a fiscal intermediary to submit claims for services in accordance with the Medicaid policy in effect at the time of service;

    d) Not bill the employer or otherwise attempt to collect payment for services except as specifically permitted by Medicaid policy and to accept payment or claims adjudication from the Department of Health, as the State Medicaid Agency, as payment in full for services rendered;

    e) Accept the status of independent contractor to the State Medicaid Agency without authorization. express or implied, to bind the Department of Health or the State of Utah to any agreement, settlement, liability or understanding whatsoever;

    f) Indemnify and hold harmless the Department of Health for any claims arising out of work performed by employee under authority of this agreement;

    g) Not disclose information concerning the care or services given to the Medicaid recipient or other Medicaid recipients except as specifically allowed by state and federal laws and regulations.

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EMPLOYMENT AGREEMENT

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I acknowledge that the Utah Department of Human Services, Division of Services for People with Disabilities does not require the EMPLOYER to provide any insurance coverage to compensate me if I am injured during the course of this employment. I also acknowledge that the Division (the State agency authorizing Medicaid services) is not responsible for the actions of EMPLOYER and will claim governmental immunity for any harm or damages that I may incur during the course of my employment pursuant to this Agreement.

By my signature, I certify that I have read and agree to be bound by the terms of this Agreement. I acknowledge that my failure to abide by this Agreement may result in the loss of employment with EMPLOYER. I further acknowledge either party, with or without cause, may terminate this Agreement at any time.

_____ _____

EMPLOYEE DATE

_____ _____

EMPLOYEE'S PARENT OR GUARDIAN DATE
(Required if EMPLOYEE is under age 18)